

This Indenture made this twenty fifth day of October
 in the Year of our Lord One thousand Eight Hundred and fifth
 Eight, between Marcus D Tenney and Frances E Tenney
 his wife of the City of Lawrence Douglas County and Kansas
 Territory, of the first part, and Virgil W Kimball of the same
 place of the second part. Witnesseth that the said party of the first
 part, for and in consideration of the sum of Four Hundred Dollars
 the receipt whereof is hereby acknowledged doth give grant bargain
 sell release convey and confirm unto the said party of the second
 part, and to his heirs and assigns forever, all the following described
 land, situated in the City of Lawrence Douglas County Kansas
 Territory, to wit: Lot Number One hundred and thirty nine
 (139) New York Street together with all and singular the heredi-
 taments and appurtenances thereto belonging or in anywise
 appertaining, both in law and Equity. This Grant is Intended
 as a Mortgage to secure the payment of the sum of Four Hundred
 Dollars and interest at the rate of twenty per cent per annum
 secured by four promissory notes Even date herewith for
 One Hundred Dollars Each due two years after date, according
 to the conditions of 4 certain promissory notes this day Executed
 and delivered by the said Marcus D. Tenney to the said party of the
 second part, and this conveyance shall be void if such payment be
 made as herein specified. But if default be made in the payment
 of any part thereof as above provided then it shall be lawful for
 the said party of the second part, his Executors administrators
 and assigns at any time thereafter to sell the premises hereby
 granted or any part thereof in the manner prescribed by law and
 out of all the moneys arising from such sale to retain the amount then due
 for principal and interest together with the costs and charges of making
 such sale to retain the amount then due for principal and interest together
 with the costs and charges of making such sale and the attorneys
 fees for foreclosure and the surplus if any then be shall be paid
 by the party making such sale on demand to the said Marcus D
 Tenney his heirs or assigns. In Witness Whereof the parties of
 the first part have hereunto set their hands and seals the day